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Attorneys for Plaintiff
CAL CITRUS PACKING CO.

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CAL CITRUS PACKING CO., a
corporation,

Plaintiff,

v.

ROBERT PARK aka ROBERT G.
PARK aka ROBERT CHUNGKOOK
PARK aka CHUNG KOOK PARK, an
individual, doing business as SUN
FRUIT DISTRIBUTING,

Defendant.

CASE NO. CV-06-3007 PA (RZx)

**PLAINTIFF'S SECOND *EX PARTE*
APPLICATION TO REINSTATE
ACTION AND ENTER JUDGMENT
PURSUANT TO STIPULATION;
DECLARATION OF PATRICIA J.
RYNN IN SUPPORT THEREOF**

[NO HEARING NECESSARY]

Plaintiff, CAL CITRUS PACKING CO., (hereinafter "Cal Citrus" or
"Plaintiff"), by the undersigned attorneys, hereby makes this second application
for an order to reinstate this lawsuit for the limited purpose of entering and
enforcing judgment pursuant to stipulation against Defendant ROBERT PARK aka
ROBERT G. PARK aka ROBERT CHUNGKOOK PARK aka CHUNG KOOK

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1 PARK, an individual, doing business as SUN FRUIT DISTRIBUTING (“Park” or
2 “Defendant”).

3 The grounds for this application are as follows:

4 1. On or about December 13, 2006, Plaintiff and Defendant entered into
5 a Stipulation for Entry of Judgment Against Defendant (“Stipulation”) by which
6 Defendant was to have made certain payments to Plaintiff at specified times and in
7 specified amounts.

8 2. Pursuant to the Stipulation, Plaintiff’s action may be dismissed
9 without prejudice pending repayment of the sums due, subject to reinstatement for
10 the purpose of entering and enforcing judgment against Defendant in the event
11 Defendant defaulted on the terms of the Stipulation.

12 3. Defendant has defaulted on the terms of the Stipulation and, therefore,
13 Plaintiff is requesting that judgment be entered against Defendant in the manner
14 and amounts set forth in the Stipulation.

15 4. Under the terms of the Stipulation, judgment may be entered on an *ex*
16 *parte* basis and may be based solely on the Stipulation and the declaration of
17 Plaintiff’s attorney that Defendant has defaulted on the terms of the Stipulation and
18 has failed to cure said default in the manner and at the times set forth therein,
19 subject only the Defendant’s right to challenge whether default has in fact
20 occurred.

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1 For each of these reasons, as well as for the reasons set forth in the attached
2 Declaration of Patricia J. Rynn and exhibits appended thereto and the Declaration
3 of R. Jason Read and exhibits appended thereto, Plaintiff respectfully requests that
4 the above-captioned action be reinstated for the purpose of entering and enforcing
5 judgment against Defendant in the manner and under the terms set forth in the
6 Stipulation.

7 Respectfully submitted,
8 RYNN & JANOWSKY, LLP

9
10 DATED: February 28, 2008

11 By: /s/ PATRICIA J. RYNN
12 PATRICIA J. RYNN, Attorneys for
13 Plaintiff CAL CITRUS PACKING
14 CO.
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DECLARATION OF PATRICIA J. RYNN

I, PATRICIA J. RYNN, declare as follows:

1. I am a partner in the law firm of Rynn & Janowsky, LLP, counsel of record for the Plaintiff and moving party herein, CAL CITRUS PACKING CO., (hereinafter "Cal Citrus" or "Plaintiff"), and I make this declaration in support of Plaintiff's *ex parte* Application for an order to reinstate this lawsuit for the limited purpose of entering and enforcing judgment pursuant to stipulation against Defendant ROBERT PARK aka ROBERT G. PARK aka ROBERT CHUNGKOOK PARK aka CHUNG KOOK PARK, an individual, doing business as SUN FRUIT DISTRIBUTING ("Park" or "Defendant").

2. I have personal knowledge of all facts contained in this declaration and if called as a witness, I could and would competently testify to all of the following. As to those matters set forth herein on information and belief, I believe them to be true.

3. On or about December 13, 2006, Plaintiff and Defendant entered into a Stipulation for Entry of Judgment ("Stipulation") by which Defendant was to have made certain payments to Plaintiff at specified times and in specified amounts. A true and correct copy of that Stipulation is attached hereto and incorporated herein by this reference as **Exhibit 1**.

4. Under the terms of the Stipulation, and in particular commencing at paragraph 12, Defendant agreed to make certain payments to Plaintiff, to be received at specified times. See, paragraph 12 of Exhibit 1.

5. Defendant has defaulted on the terms of the Stipulation by failing to timely remit the January 1, 2008 payment required under Paragraph 12.

6. Upon Defendant's failure to remit a timely payment as required under the Stipulation, Plaintiff was required to provide written notice of the delinquency to Defendant, who thereafter had 3 calendar days to cure the delinquency. See, Paragraph 16 of Exhibit 1. In compliance with this requirement, on January 3,

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2008, I prepared the necessary notice of delinquency and faxed a copy of that notice to Defendant's counsel, Mr. John Pyung-Ku Lee, in the manner required under the Stipulation. A true and correct copy of that Notice of Delinquency, along with proof of successful fax transmission is attached hereto and incorporated herein by this reference as **Exhibit 2**.

7. In any event, as of the date of this Declaration, Defendant has failed to timely cure the delinquency described above. Therefore, Defendant is in default of the Stipulation.

8. Upon default, paragraphs 14 and 16 of Exhibit 1 entitled Plaintiff to immediately obtain a judgment, on an *ex parte* basis, in this Court. The judgment shall reflect the balance due as of the date the judgment is presented for entry. The amount of the judgment shall be in the full principal amount due as alleged in the Stipulation, and shall also include all accrued finance charges provided for in the Stipulation as well as attorneys' fees and costs.

9. Paragraph 16 of the Stipulation further provides that the judgment may be based solely on the Stipulation and the declaration of Plaintiff's attorney confirming that Debtor has defaulted on the terms of the Stipulation and has failed to cure said default in the manner and at the times set forth therein, subject only to Defendant's right to challenge whether default has in fact occurred. See again, Paragraph 16 of Exhibit 1.

10. With respect to attorneys' fees and interest, Paragraph 14 of the Stipulation provides as follows: "In the event judgment is entered, judgment shall be in an amount equal to the full principal sum due to Plaintiff as described in this Stipulation, \$70,731.00, less any payments received by Plaintiff prior to entry of judgment plus accrued interest charges at 10% per annum from the date each obligation originally became due, plus charges, actual attorney's fees and costs and any and all other amounts allowed by this Stipulation." See again, Paragraph 14 of Exhibit 1.

11. The balance due to Plaintiff as of the date of this Declaration is \$101,947.93, itemized as follows:

A. Principal: \$70,731.00

B. Pre-Judgment Interest: \$22,649.00, through February 28, 2008, calculated at 10% per year from the date on which each invoice payment fell due, less payments received as follows: (i) an initial payment of \$1,000.00, received on January 1, 2007; (ii) \$1,000.00, received on January 1, 2007; (iii) \$1,000.00, received on April 1, 2007; (iv) \$1,000.00, received on July 1, 2007; (v) \$1,000.00, received on October 1, 2007;

C. Attorneys' Fees: \$8,567.93 through January 31, 2008.

12. Interest was calculated based on simple interest at the rate of 10% per annum using the T-Value computer program which has the ability to calculate interest under several scenarios. The notation "US Rule" on the face of the schedule confirms that the amortization schedule used simple, rather than compound, interest. Attached as **Exhibit 3** hereto are copies of the subject unpaid invoices. Also, attached as **Exhibit 4** hereto is an amortization schedule created by T-Value that enumerates \$22,649.00 in accrued interest charges.

13. With respect to attorneys' fees incurred in the total amount of \$8,567.93, I have attached to this Declaration, as **Exhibit 5**, a report summarizing the attorneys' fees incurred from January 2006 to January 2008. Our client was billed at our current and customary billing rate of \$325.00 per hour. I have extensive experience (over two decades) in litigating and advising clients regarding matters arising from the Perishable Agricultural Commodities Act, 7 U.S.C. sec. 499a, *et seq.* and in representing growers and shippers of fresh fruit and vegetables. This rate is, in my opinion and in the opinion of our firm, reasonable and competitive and customary (indeed, it is on the low side) for attorneys who

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1 practice in this area of the law, and it is certainly reasonable for attorneys who
 2 practice in and before this Court.

3 14. For each of these reasons, as well as for the reasons set forth in the
 4 attached exhibits, Plaintiff respectfully requests that the above-captioned action be
 5 reinstated for the purpose of entering and enforcing judgment against Defendant in
 6 the manner and under the terms set forth in the Stipulation. Simultaneously with
 7 this Application, I am lodging a proposed judgment which sets forth the amounts
 8 which I believe are due to Plaintiff and to which Plaintiff is entitled pursuant to the
 9 terms of the Stipulation.

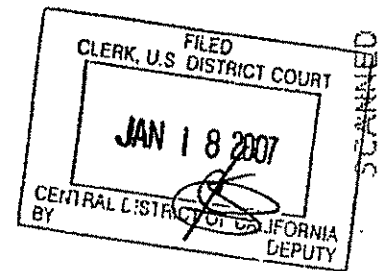
10 I declare under penalty of perjury under the laws of the United States of
 11 America and the State of California that the foregoing is true and correct.

12 Executed this 28th day of February 2008 at Newport Beach, California.

13
 14 /s/ PATRICIA J. RYNN
 15 _____
 16 PATRICIA J. RYNN
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8 Attorneys for Plaintiff
 9 CAL CITRUS PACKING CO.

10 IN THE UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 CAL CITRUS PACKING CO., a
 13 corporation,

CASE NO. CV-06-3007 PA (RZx)

14 STIPULATION FOR ENTRY OF
 15 JUDGMENT AGAINST
 16 DEFENDANT; [PROPOSED]
 17 ORDER THEREON

18 Plaintiff,

19 v.

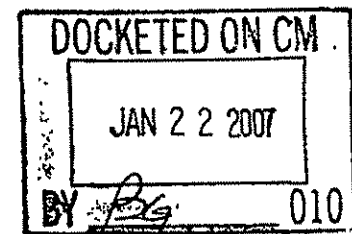
20 ROBERT PARK aka ROBERT G.
 21 PARK aka ROBERT CHUNGKOOK
 22 PARK aka CHUNG KOOK PARK, an
 23 individual, doing business as SUN
 24 FRUIT DISTRIBUTING,

25 Defendant.

26 I.

27 THE PARTIES

28 The Parties to this Corrected Stipulation of Undisputed Facts and For Entry
 of Judgment ("Stipulation") are CAL CITRUS PACKING CO. ("Cal Citrus" or
 "Plaintiff") and ROBERT PARK aka ROBERT G. PARK aka ROBERT
 CHUNGKOOK PARK aka CHUNG KOOK PARK, an individual, doing business



1 as SUN FRUIT DISTRIBUTING ("Park" or "Defendant"). Plaintiff and
2 Defendant are collectively referred to as "The Parties."

3 In consideration of Defendant's agreement to pay sums to Plaintiff in the
4 amounts and at the times set forth below, and for Defendant's agreement to allow
5 judgment to be entered against them in the manner described below. The Parties
6 hereby agree and stipulate, for good and valuable consideration the sufficiency of
7 which is hereby acknowledged, to the following facts, all of which may be adopted
8 by this Court as findings of Fact upon such terms and conditions as provided in this
9 Stipulation.

10 II.

11 STIPULATED FACTS

12 1. Between on or about March 18, 2004 and March 26, 2004, Cal Citrus
13 sold and shipped to Defendant at Defendant's request, perishable agricultural
14 commodities for agreed upon selling prices cumulatively totaling the amount of at
15 least \$70,731.00;

16 2. Cal Citrus has taken all steps necessary to properly preserve its PACA
17 Trust rights under 7 U.S.C. §499e(c) with respect to the sales transactions
18 described above and all sums due Cal Citrus from Defendant as separately set forth
19 herein qualify for protection under the PACA trust statute.

20 3. Defendant has failed to pay Cal Citrus for the PACA balance due as
21 described above, all of which remain past due, and the non-payment of which
22 constitutes a violation of PACA [7 U.S.C. §499e(c)].

23 4. Defendant is and during all times relevant herein was an owner,
24 officer, director, member, or partner of SUN FRUIT DISTRIBUTING and was in a
25 position to jointly and severally control the PACA trust assets that are the subject
26 of the above-captioned lawsuit.

5. Defendant is a statutory PACA trustee obligated to preserve the PACA trust assets for the benefit of Cal Citrus as PACA trust beneficiaries of Defendant and has breached his obligation as trustee by failing to preserve the PACA trust assets in a manner such that said assets are freely available to promptly pay the sums due to Plaintiff.

6. The total amount due from Defendant to Plaintiff is \$70,731.00; however, the Parties have reached a settlement whereby Plaintiff has agreed to accept and Defendant has agreed to pay \$45,000.00 to fully satisfy the claims in this action.

7. All admissions and stipulated facts set forth above are made for the purpose of facilitating settlement of the dispute between The Parties. Said admissions and stipulated facts are binding upon The Parties hereto for all purposes but may not be used or relied upon by any person not a party to this agreement for any purpose whatsoever.

8. The Parties, for themselves and for no others, wish to avoid the further expense and uncertainty of litigation and therefore wish to fully resolve and compromise this dispute, and desire to enter into a Stipulation for Entry of Judgment whereby said Defendant shall pay to Plaintiff the compromised agreed to herein in the manner specified below.

III.

STIPULATION FOR ENTRY OF JUDGMENT

9. Each of the above Stipulated Facts is hereby incorporated by this reference as though fully set forth herein.

10. Defendant agrees to pay Plaintiff, and Plaintiff agrees to accept payment from said Defendant, the amounts set forth in paragraph 6, above, under the terms set forth herein, as payment in full of all monies owed by Defendant to

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1 Cal Citrus arising from or in any way related to the produce purchases described
2 above.

3 11. Defendant may prepay the sums due hereunder without penalty.

4 12. The balances due to Plaintiff as set forth above, shall be paid by
5 Defendant in \$1,000.00 payments comprised of an initial payment upon execution
6 of this Stipulation, and quarterly payments of \$1000.00 thereafter beginning
7 January 1, 2007, and continuing thereafter on April 1, July 1, October 1 and each
8 January 1, April 1, July 1, and October 1 thereafter through October 1, 2017. In
9 the event said payment due date is a holiday or weekend, payment is due the next
10 business day. Payments are due by 12:00 noon at Plaintiff's counsel's office, made
11 payable to "Rynn & Janowsky, LLP Client Trust Account." Appended hereto and
12 incorporated herein by this reference as **Exhibit 1** is an amortization schedule
13 setting forth the amounts and due dates for all payments required under this
14 Stipulation.

15 13. As long as Defendant makes payments in the manner described above
16 and does not default on the terms of this Stipulation, Plaintiff agrees to waive the
17 balance of its claim as well as interest and attorney's fees during the repayment
18 period.

19 14. As further consideration for the Plaintiff to enter into this stipulation
20 Defendant hereby agree to allow judgment to be entered against them in the event
21 of default as described herein, in the form set forth in **Exhibit 2**, attached hereto
22 and incorporated herein by this reference. In the event judgment is entered,
23 judgment shall be in an amount equal to the full principal sum due to Plaintiff as
24 described in this Stipulation, \$70,731.00, less any payments received by Plaintiff
25 prior to entry of judgment plus accrued interest charges at 10% per annum from the
26 date each obligation originally became due, plus charges, actual attorney's fees and
27 costs and any and all other amounts allowed by this Stipulation.

28

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1 15. So long as each payment is timely made by Defendant in the manner
2 required hereunder, Plaintiff shall take no steps to further prosecute this matter
3 against Defendant and shall request that the above-captioned complaint be
4 dismissed against Defendant, without prejudice, pending payment of the sums
5 required under this Agreement, subject to reopening under the terms set forth
6 herein for the purpose of interpreting and/or enforcing the terms of this Stipulation
7 and entering and enforcing judgment in the event of default.

8 16. In the event that Defendant fail to remit any payment when due
9 hereunder, Plaintiff shall, upon three (3) calendar days advance notice to
10 Defendant, be entitled to immediately enter and enforce the judgment provided for
11 hereunder. Defendant further agrees that entry of judgment may made on an *ex*
12 *parte* basis based solely on this Stipulation for entry of judgment and the
13 declaration(s) of Plaintiff and/or Plaintiff's attorney confirming that Defendant has
14 defaulted on the payment terms of this Stipulation. Notice requirements under this
15 paragraph shall be deemed satisfied upon faxing written notice of delinquency of
16 payment and Plaintiff's intent to enforce the judgment provided for hereunder to
17 Defendant's attorney, John Pyung-Ku Lee, at fax no. (213) 487-1168. In the event
18 this fax number is not operational for any reason at the time Cal Citrus attempts to
19 provide notice hereunder, the notice requirements of this paragraph shall be
20 deemed satisfied.

21 17. In addition to non-payment as described above, the occurrence of any
22 one of the following events prior to payment of the sums due hereunder shall be
23 deemed an event of default entitling Plaintiff to seek immediate enforcement of
24 judgment without further notice to Defendant: (a) Defendant is named in a petition
25 in bankruptcy, filed voluntarily or involuntarily, or otherwise seek the protection of
26 the bankruptcy laws of any competent jurisdiction; or, (b) Defendant makes an
27 assignment for the benefit of creditors; or, (c) Defendant is named in a civil lawsuit
28

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1 filed by or on behalf of any party seeking to enforce PACA trust rights against
2 Defendant, or any action taken by any creditor seeking to enforce a security
3 agreement or taking any action which causes or has the effect of causing the
4 dissipation of any PACA trust asset to which Plaintiff claim a priority right or
5 interest; or (d) Defendant ceases business operations for any reason whatsoever.

6 18. In the event Defendant remits payment in an amount less than the full
7 sums required hereunder, and Plaintiff elects to accept said partial payment, the
8 principal amount of judgment entered in favor of Plaintiff shall be reduced by the
9 amount so accepted. The Parties agree that acceptance of partial payment shall not
10 waive or in any way prejudice Plaintiff's rights to enforce judgment against
11 Defendant for the unpaid balance that would otherwise be due upon default as set
12 forth in this Stipulation, less any amounts so accepted.

13 19. This Stipulation and Settlement was reached after Plaintiff Cal Citrus
14 brought an action to enforce its PACA Trust rights in the appropriate federal
15 district court. Accordingly, nothing in or by virtue of Plaintiff's Stipulation to
16 compromise its PACA claim should be deemed to prejudice, waive, defeat,
17 diminish or otherwise limit Plaintiff's rights under PACA, including, but not
18 limited to, Plaintiff's PACA Trust rights, and Plaintiff's ability to enforce said trust
19 rights against remaining Defendants not parties to this Stipulation.

20 20. This Stipulation may be executed in counterparts, each of which shall
21 together be construed as a single original document. A fully executed copy of this
22 Stipulation, including facsimile signatures, may be used in lieu of the original for
23 all purposes.

24 21. In the event any provision of this Stipulation is deemed to be invalid
25 or void by any court of competent jurisdiction, all other provisions contained
26 herein shall remain in full force and effect.

1 22. This Stipulation shall be interpreted, and the rights and liabilities of
2 the parties hereto determined, in accordance with the laws of the State of
3 California.

4 23. Defendant and Plaintiff acknowledge that by signing this Stipulation
5 they are giving up their right to a jury trial in connection with the allegations
6 contained in the complaints filed herein and any subsequent complaints which may
7 be filed by Plaintiff to enforce either this Stipulation or any other rights which are
8 the subject of this Stipulation.

9 24. The Parties, and each of them, acknowledge having had the
10 opportunity to discuss this Stipulation with its or their own attorney, and that they
11 have availed themselves of that opportunity to the extent they have desired to do
12 so.

13 25. In the event of Defendant's default as defined herein, Plaintiff shall be
14 entitled to reimbursement of actual attorneys in connection with said default and in
15 enforcing the terms of this stipulation and judgment entered hereon. If any lawsuit
16 or other legal action is brought as between or among any of the Parties hereto
17 relating to, arising out of, or to enforce, any of the provisions of this Stipulation,
18 the prevailing Party shall be entitled to collect its reasonable attorney's fees and
19 costs incurred in connection therewith.

20 26. All persons whose signatures appear below on behalf of a corporate or
21 limited liability company party hereby represent and warrant that such persons
22 have the authority to execute this Stipulation and Stipulation on behalf of the
23 corporate party and that by doing so have bound the corporate party to the terms of
24 this Stipulation. Said persons also represent that additional steps necessary to so
25 bind the corporation or limited liability company, such as a corporate resolution,
26 shall be promptly taken.

Dec. 29. 2006 11:52AM

No. 0497 P. 9

SCANNED

27. Each of the Parties hereto expressly represents and warrants that each party has made such investigation of the facts pertaining to this Stipulation, and all matters pertaining hereto as it deems necessary or desirable.

28. Each of the Parties agrees that each of them is equally responsible for the drafting of this Stipulation and none of the Parties shall be deemed to be the drafter of this Stipulation.

29. Upon entry of an order approving this Stipulation in its entirety without modifications, Plaintiff's action may be dismissed without prejudice pending repayment of the sums due hereunder, subject to reopening upon the terms and conditions set forth herein.

30. The parties agree that the U.S. District Court for the Central District of California shall nevertheless retain exclusive jurisdiction over the parties and subject matter herein to reinstate said action in order to enforce or interpret the provisions of this Agreement and to enter and enforce judgment hereon.

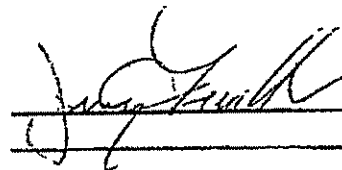
31. Within fourteen (14) days from the Parties' execution of this Agreement, Plaintiff shall send a letter to the PACA Branch in which its original reparation claim was filed, with a copy to Counsel for Defendant, notifying the PACA Branch that the PACA Reparation Complaint claim filed against Defendant Sun Fruit has been resolved and requesting that the PACA Branch close its file and to discontinue any related action by the PACA Branch against Defendant based on said complaint.

IT IS SO STIPULATED:

CAL CITRUS PACKING CO.

DATED: 12-29-06

By:
Its:



SCANNED

1
2
3
4
5 DATED: 12/13/06

By:

Robert Park
ROBERT PARK aka ROBERT G.
PARK aka ROBERT CHUNGKOOK
PARK aka CHUNG KOOK PARK
dba SUN FRUIT DISTRIBUTING

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7
8
9 APPROVED AS TO FORM AND CONTENT:

10 DATED: 12/15/06

RYNN & JANOWSKY, LLP

11
12
13 By:

Patricia J. Rynn
PATRICIA J. RYNN
Attorneys for Plaintiff CAL CITRUS
PACKING.

14
15
16 DATED: 12/13/06

LAW OFFICES OF JOHN P. LEE

17
18
19 By:

John Pyung-Ku Lee
JOHN PYUNG-KU LEE
Attorneys for Defendant ROBERT
PARK aka ROBERT G. PARK aka
ROBERT CHUNGKOOK PARK aka
CHUNG KOOK PARK, an
individual, doing business as SUN
FRUIT DISTRIBUTING

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ORDER

Having read the above Stipulation for entry of judgment and good cause appearing therefore,

IT IS HEREBY ORDERED that said Stipulation is approved in its entirety.

IT IS FURTHER ORDERED that the following Stipulated Findings of Fact are adopted by this Court:

1. Between on or about March 18, 2004 and March 26, 2004, Cal Citrus sold and shipped to Defendant at Defendant's request, perishable agricultural commodities for agreed upon selling prices cumulatively totaling the amount of at least \$70,731.00;

2. Cal Citrus has taken all steps necessary to properly preserve its PACA Trust rights under 7 U.S.C. §499e(c) with respect to the sales transactions described above and all sums due Cal Citrus from Defendant as separately set forth herein qualify for protection under the PACA trust statute.

3. Defendant has failed to pay Cal Citrus for the PACA balance due as described above, all of which remain past due, and the non-payment of which constitutes a violation of PACA [7 U.S.C. §499e(c)].

4. Defendant is and during all times relevant herein was an owner, officer, director, member, or partner of SUN FRUIT DISTRIBUTING and was in a position to jointly and severally control the PACA trust assets that are the subject of the above-captioned lawsuit.

5. Defendant is a statutory PACA trustee obligated to preserve the PACA trust assets for the benefit of Cal Citrus as PACA trust beneficiaries of Defendant and has breached his obligation as trustee by failing to preserve the PACA trust assets in a manner such that said assets are freely available to promptly pay the sums due to Plaintiff.

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1 6. The total amount due from Defendant to Plaintiff is \$70,731.00;
2 however, the Parties have reached a settlement whereby Plaintiff has agreed to
3 accept and Defendant has agreed to pay \$45,000.00 to fully satisfy the claims in
4 this action. So long as Defendant continues to make the payments as prescribed
5 herein, the compromised amount of \$45,000.00 will be effective and remain in
6 force. Should Defendant default, however, the amount of the claim will revert to
7 the original principal balance of \$70,731.00, less any amounts paid, plus all
8 accrued interest and attorneys' fees and costs as provided in the Stipulation.
9

10 IT IS FURTHER ORDERED that, by reason of Plaintiffs efforts to enforce
11 its PACA trust rights in the manner prescribed by statute, the agreement by the
12 parties to compromise and settle the claim on the terms hereby approved shall in
13 no way abrogate or nullify the status of Plaintiff's claim as a perfected PACA
14 Trust claim under 7 U.S.C. §499e(c), nor shall it in any way affect the validity or
15 enforceability of Plaintiff's claim under the PACA Trust provisions of the statute
16 in the event of Defendant's default.
17

18 IT IS FURTHER ORDERED that upon default as described in the foregoing
19 stipulation, Plaintiff shall be entitled to immediate entry of judgment in the manner
20 and under the conditions set forth in said Stipulation in a form set forth at Exhibit 2
21 attached hereto. Judgment shall be in an amount equal to the full principal sum
22 due to Plaintiff as described in this Stipulation, \$70,731.00, less any payments
23 received by Plaintiff prior to entry of judgment plus interest charges at 10% per
24 annum from the date each obligation originally became due, actual attorney's fees
25 and costs and any and all other amounts allowed by the Stipulation of the parties.
26
27
28

LAW OFFICES
RYNN & JANOWSKY, LLP
4100 NEWPORT PLACE DRIVE
SUITE 700
NEWPORT BEACH, CALIFORNIA 92660-2423
(949) 752-2911
FAX (949) 752-0953

1 IT IS FURTHER ORDERED that upon entry of this Order Plaintiff's
2 complaint shall be dismissed, without prejudice, subject to reopening in the manner
3 set forth in the Stipulation for the purposes of interpreting and/or enforcing the
4 terms of this Stipulation and entering and enforcing judgment as contemplated
5 herein. SCANNED

6
7 IT IS FURTHER ORDERED that this Court shall retain exclusive personal
8 and subject matter jurisdiction over this complaint for the purpose of enforcing the
9 terms of this stipulation and entering and enforcing judgment entered thereon all
10 purposes.

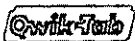
11 SO ORDERED.

12
13
14 DATED: January 18, 2007


HON. PERCY ANDERSON
JUDGE, U.S. DISTRICT COURT

LAW OFFICES
RYNN & JANOWSKY, LLP
4100 NEWPORT PLACE DRIVE
SUITE 700
NEWPORT BEACH, CALIFORNIA 92660-2423
(949) 752-2911
FAX (949) 752-0953

SCANNED



Cal-Citrus Packing Co. v. Sun Fruit Distributing

Rate Period : Quarterly

Nominal Annual Rate : 0.000 %

Daily Rate : 0.00000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/01/2007	45,000.00	1		
2 Payment	01/01/2007	1,000.00	1		
3 Payment	01/01/2007	1,000.00	44	Quarterly	10/01/2017

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	01/01/2007				45,000.00
1	01/01/2007	1,000.00	0.00	1,000.00	44,000.00
2	01/01/2007	1,000.00	0.00	1,000.00	43,000.00
3	04/01/2007	1,000.00	0.00	1,000.00	42,000.00
4	07/01/2007	1,000.00	0.00	1,000.00	41,000.00
5	10/01/2007	1,000.00	0.00	1,000.00	40,000.00
2007 Totals		5,000.00	0.00	5,000.00	
6	01/01/2008	1,000.00	0.00	1,000.00	39,000.00
7	04/01/2008	1,000.00	0.00	1,000.00	38,000.00
8	07/01/2008	1,000.00	0.00	1,000.00	37,000.00
9	10/01/2008	1,000.00	0.00	1,000.00	36,000.00
2008 Totals		4,000.00	0.00	4,000.00	
10	01/01/2009	1,000.00	0.00	1,000.00	35,000.00
11	04/01/2009	1,000.00	0.00	1,000.00	34,000.00
12	07/01/2009	1,000.00	0.00	1,000.00	33,000.00
13	10/01/2009	1,000.00	0.00	1,000.00	32,000.00
2009 Totals		4,000.00	0.00	4,000.00	
14	01/01/2010	1,000.00	0.00	1,000.00	31,000.00
15	04/01/2010	1,000.00	0.00	1,000.00	30,000.00
16	07/01/2010	1,000.00	0.00	1,000.00	29,000.00
17	10/01/2010	1,000.00	0.00	1,000.00	28,000.00
2010 Totals		4,000.00	0.00	4,000.00	
18	01/01/2011	1,000.00	0.00	1,000.00	27,000.00
19	04/01/2011	1,000.00	0.00	1,000.00	26,000.00
20	07/01/2011	1,000.00	0.00	1,000.00	25,000.00
21	10/01/2011	1,000.00	0.00	1,000.00	24,000.00
2011 Totals		4,000.00	0.00	4,000.00	
22	01/01/2012	1,000.00	0.00	1,000.00	23,000.00
23	04/01/2012	1,000.00	0.00	1,000.00	22,000.00

EXHIBIT 1

SCANNED

Cal-Citrus Packing Co. v. Sun Fruit Distributing

Date	Payment	Interest	Principal	Balance
24 07/01/2012	1,000.00	0.00	1,000.00	21,000.00
25 10/01/2012	1,000.00	0.00	1,000.00	20,000.00
2012 Totals	4,000.00	0.00	4,000.00	
26 01/01/2013	1,000.00	0.00	1,000.00	19,000.00
27 04/01/2013	1,000.00	0.00	1,000.00	18,000.00
28 07/01/2013	1,000.00	0.00	1,000.00	17,000.00
29 10/01/2013	1,000.00	0.00	1,000.00	16,000.00
2013 Totals	4,000.00	0.00	4,000.00	
30 01/01/2014	1,000.00	0.00	1,000.00	15,000.00
31 04/01/2014	1,000.00	0.00	1,000.00	14,000.00
32 07/01/2014	1,000.00	0.00	1,000.00	13,000.00
33 10/01/2014	1,000.00	0.00	1,000.00	12,000.00
2014 Totals	4,000.00	0.00	4,000.00	
34 01/01/2015	1,000.00	0.00	1,000.00	11,000.00
35 04/01/2015	1,000.00	0.00	1,000.00	10,000.00
36 07/01/2015	1,000.00	0.00	1,000.00	9,000.00
37 10/01/2015	1,000.00	0.00	1,000.00	8,000.00
2015 Totals	4,000.00	0.00	4,000.00	
38 01/01/2016	1,000.00	0.00	1,000.00	7,000.00
39 04/01/2016	1,000.00	0.00	1,000.00	6,000.00
40 07/01/2016	1,000.00	0.00	1,000.00	5,000.00
41 10/01/2016	1,000.00	0.00	1,000.00	4,000.00
2016 Totals	4,000.00	0.00	4,000.00	
42 01/01/2017	1,000.00	0.00	1,000.00	3,000.00
43 04/01/2017	1,000.00	0.00	1,000.00	2,000.00
44 07/01/2017	1,000.00	0.00	1,000.00	1,000.00
45 10/01/2017	1,000.00	0.00	1,000.00	0.00
2017 Totals	4,000.00	0.00	4,000.00	
Grand Totals	45,000.00	0.00	45,000.00	

SCANNED

SCANNED

Qwik-Tab

PRINTED WITH
SOY INK

EXHIBIT 2

PATRICIA J. RYNN, State Bar No. 092048
 LOIS RUBIN, State Bar No. 092889
 RYNN & JANOWSKY, LLP
 4100 Newport Place Drive, Suite 700
 Newport Beach, CA 92660-2423
 Telephone: (949) 752-2911
 Facsimile: (949) 752-0953

Attorneys for Plaintiff
 CAL CITRUS PACKING CO.

IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

CAL CITRUS PACKING CO., a
 corporation,

Plaintiff,

v.

ROBERT PARK aka ROBERT G.
 PARK aka ROBERT CHUNGKOOK
 PARK aka CHUNG KOOK PARK, an
 individual, doing business as SUN
 FRUIT DISTRIBUTING,

Defendant.

CASE NO. CV-06-3007 PA (RZx)

**[PROPOSED] JUDGMENT
 AGAINST DEFENDANT
 PURSUANT TO STIPULATION**

LAW OFFICES
 RYNN & JANOWSKY, LLP
 4100 NEWPORT PLACE DRIVE
 SUITE 700
 NEWPORT BEACH, CALIFORNIA 92660-2423
 (949) 752-2911
 FAX (949) 752-0953

Having read and considered the Parties' Stipulation For Entry of Judgment
 Against Defendants; Order Thereon and all supporting pleadings and exhibits
 submitted therewith and other pleadings and exhibits already on file with this
 court, and good cause appearing therefore,

JUDGMENT IS HEREBY ENTERED in favor of CAL CITRUS PACKING
 CO. and against Defendant ROBERT PARK aka ROBERT G. PARK aka

EXHIBIT 2

1 ROBERT CHUNGKOOK PARK aka CHUNG KOOK PARK, dba SUN FRUIT
2 DISTRIBUTING, in the total amount of \$_____ (itemized as \$70,731.00 in
3 principal, less payments received, plus interest at 10% per annum from the date
4 each obligation became due through the date of _____, plus
5 \$_____ in actual attorney's fees and costs in connection with
6 Defendant's default and in enforcing the terms of the Stipulation and Judgment
7 through the date of _____, and all of which qualifies for trust protection
8 under the trust provisions of Perishable Agricultural Commodities Act ("PACA")
9 [7 U.S.C. §499e, *et seq.*].

10 Plaintiff is further entitled to receive post-judgment interest at the rate of
11 10% per annum on all sums due under this judgment in until fully paid.

12 The Clerk shall enter judgment forthwith.

13
14
15
16 DATED: _____

HON. PERCY ANDERSON
JUDGE, U.S. DISTRICT COURT

LAW OFFICES
RYNN & JANKOWSKY, LLP
4100 NEWPORT PLACE DRIVE
SUITE 700
NEWPORT BEACH, CALIFORNIA 92660-2423
(949) 752-2911
FAX (949) 752-0953

Newport Beach Office



RYNN & JANOWSKY, LLP

LAW OFFICES

PATRICIA J. RYNN
Pat@rjlaw.com
Fax: (949) 225-4761

4100 Newport Place Drive, Suite 700
Newport Beach, California 92660
Telephone 949.752.2911
Facsimile 949.752.0953
www.rjlaw.com

Via Facsimile and U.S. Mail

January 3, 2008

Mr. John Pyung-Ku Lee
Law Offices of John P. Lee
3435 Wilshire Blvd., Suite 2920
Los Angeles, CA 90010

Re: *Cal- Citrus Packing Co. v. Robert G. Park dba SunFruit Distributing Co.*
USDA – PACA Docket No. RD-05-090

Dear John:

This letter is the Notice of Delinquency pursuant to paragraph 16 of the Settlement Agreement and Stipulation For Entry of Judgment entered into between Robert G. Park, d/b/a Sun Fruit Distributing Co. and Cal-Citrus Packing Co. You will recall that Mr. Park's \$1,000.00 payment was due to be received in my office by noon on Tuesday, January 1, 2008. That payment has not been received.

As you know, in order to avoid enforcement of judgment as provided for in the stipulation, your client will have three (3) calendar days from the date of this letter to cure the delinquency by remitting the \$1,000.00 payment. See, paragraph 16 of the Stipulation. Based on the today's date, your cure payment must be received in my office not later than Monday, January 7, 2007.

Thank you for your prompt attention to this matter. Please call with any questions.

Very truly yours,

RYNN & JANOWSKY, LLP

A handwritten signature in black ink, appearing to read 'Patricia J. Rynn', is written over a circular stamp that contains the text 'RYNN & JANOWSKY, LLP'.

PATRICIA J. RYNN

PJR/tjd
cc: Cal-Citrus, via fax
06-108/ Lee.1.3.08.doc

EXHIBIT 2

Newport Beach, California ■ Oakland, California ■ Naples, Florida

**LAW OFFICES
RYNN & JANOWSKY**
4100 Newport Place Drive, Suite 700
Newport Beach, California 92660
Telephone (949) 752-2911
FAX (949) 752-0953

FAX COVER PAGE

FAX NUMBER: (213) 487-1168	DATE: JANUARY 3, 2008
TO: John Lee	COMPANY: LAW OFFICES OF JOHN P. LEE
FROM: PATRICIA RYNN	TOTAL PAGES: 2
CLIENT: CAL-CITRUS	CLIENT NO.: 06-108

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Please see attached correspondence of this date.

*If you do not receive all pages or have any questions regarding this facsimile,
please call (949) 752-2911*

/jmfax

LAW OFFICES
RYNN & JANOWSKY
4100 Newport Place Drive, Suite 700
Newport Beach, California 92660
Telephone (949) 752-2911
FAX (949) 752-0953

FAX COVER PAGE

FAX NUMBER: 559 562-4477	DATE: JANUARY 3, 2008
TO: Roy Bell	COMPANY: CAL CITRUS PACKING CO.
FROM: PAT RYNN	TOTAL PAGES: 2
CLIENT: CAL CITRUS PACKING CO.	CLIENT NO.: 06-108

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Please see attached correspondence of this date.

*If you do not receive all pages or have any questions regarding this facsimile,
please call (949) 752-2911*

/jmfax

* * * Communication Result Report (Jan. 3. 2008 6:18PM) * * *

1) Rynn & Janowsky
2) Rynn & Janowsky

Date/Time: Jan. 3. 2008 6:17PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
0560 Memory TX Office	12134871168	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

LAW OFFICES
RYNN & JANOWSKY
 4100 Newport Place Drive, Suite 700
 Newport Beach, California 92660
 Telephone (949) 752-2911
 FAX (949) 752-0953

FAX COVER PAGE

FAX NUMBER: (213) 487-1168	DATE: JANUARY 3, 2008
TO: John Lee	COMPANY: LAW OFFICES OF JOHN P. LEE
FROM: PATRICIA RYNN	TOTAL PAGES: 2
CLIENT: CAL-CITRUS	CLIENT NO.: 06-108

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Please see attached correspondence of this date.

If you do not receive all pages or have any questions regarding this facsimile,
 please call (949) 752-2911

jmd/c

* * * Communication Result Report (Jan. 3. 2008 6:19PM) * * *

1) Rynn & Janowsky
2) Rynn & Janowsky

Date/Time: Jan. 3. 2008 6:17PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
0561	Memory TX Office	15595624477	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

LAW OFFICES
RYNN & JANOWSKY
 4100 Newport Place Drive, Suite 700
 Newport Beach, California 92660
 Telephone (949) 752-2911
 FAX (949) 752-0953

FAX COVER PAGE

FAX NUMBER: 559 562-4477	DATE: JANUARY 3, 2008
TO: Roy Bell	COMPANY: CAL CITRUS PACKING CO.
FROM: PAT RYNN	TOTAL PAGES: 2
CLIENT: CAL CITRUS PACKING CO.	CLIENT NO.: 06-108

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Please see attached correspondence of this date.

If you do not receive all pages or have any questions regarding this facsimile,
 please call (949) 752-2911

/s/rynn



INVOICE

1220

Cal Citrus Packing Company

111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

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SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

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JEIL TRADING CO.
KOREA

Order No. :	1186-001
Inv. Date :	03/23/2004
Terms :	NET 10 DAYS
Reference :	N40400
Broker # :	
Ship Date :	03/29/2004
Delivery :	03/19/2004
Ship Point:	Our Plant
Manifest # :	
Booking # :	
Cont. Code:	
Ship To PO:	
Truck Lic.:	
Cust. PO :	

Quantity	Description	Fruit Size	Unit Price	Purchase Price
150.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,740.00
541.00	NAVEL CARTON SEABISCUIT	72	12.50	6,762.50
324.00	NAVEL CARTON SEABISCUIT	88	11.50	3,726.00
	Miscellaneous Charges:			
1015.00	PALLETS		.25	253.75
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				12,228.50
Misc. Charges				319.75
Total Due				12,548.25

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 (7 U.S.C.499(e)(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You

Cal Citrus Packing Company

www.calitruspacking.com

Q.H. DIFON

STANDARD

Order No. :	1184-001
Inv. Date :	03/22/2004
Term :	NET 10 DAYS
Reference :	N40398
Broker # :	
Ship Date :	03/18/2004
Delivery :	03/18/2004
Ship Point:	Our Plant
Manifest #:	0000021702
Booking # :	
Cont. Code:	
Ship to PO:	
Truck Lic.:	
Cust. PO :	

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 499(e)(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

82. a.

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-32-



INVOICE 1221

Cal Citrus Packing Company

111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

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SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

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JEIL TRADING CO.
KOREA

Order No. :	1185-001
Inv. Date :	03/22/2004
Terms :	NET 10 DAYS
Reference :	N40399
Broker # :	
Ship Date :	03/18/2004
Delivery :	03/18/2004
Ship Point:	Our Plant
Manifest #:	0000001692
Booking # :	
Cont. Code:	
Ship To PO:	
Truck Lic.:	
Cost. PO :	

Quantity	Description	Fruit Size	Unit Price	Purchase Price
540.00	NAVEL CARTON SEABISCUIT	72	12.50	6,750.00
108.00	NAVEL CARTON SEABISCUIT	113	10.50	1,134.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
216.00	NAVEL CARTON SEABISCUIT	88	11.50	2,484.00
	Miscellaneous Charges:			
964.00	PALLETS		.25	241.00
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				11,528.00
Misc. Charges				307.00
Total Due				11,835.00

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 (7 U.S.C.435(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You



INVOICE

1241

Cal. Citrus Packing Company

111 N. Mount Vernon Avenue

Lindsay, CA 93247

www.calcitruspacking.com

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SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

S
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C.K. TRADING CO., LTD.
BUSAN
KOREA

Order No. :	1187-001
Inv. Date :	03/23/2004
Terms :	NET 10 DAYS
Reference :	N40401
Broker # :	
Ship Date :	03/19/2004
Delivery :	03/22/2004
Ship Point:	Our Plant
Manifest #:	
Booking # :	
Cont. Code:	
Ship To PO:	
Truck No.:	
Cont. PO :	

Quantity	Description	Fruit Size	Unit Price	Purchase Price
108.00	NAVEL CARTON PORTOKALI	113	10.50	1,134.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
500.00	NAVEL EURO CARTON CAL FANCY	72	13.10	6,550.00
270.00	NAVEL CARTON PORTOKALI	88	11.50	3,105.00
	Miscellaneous Charges:			
1.00	OVERNIGHT MAIL		23.00	23.00
978.00	PALLETS		.25	244.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				11,949.00
Misc. Charges				333.50
Total Due				12,282.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 562 of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 499(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You

P. 18

0880-295-699

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P20

-34-

Cal Citrus Packing Company

www.calcitruspacking.com

NO-10-10

SEPTIO

C.K. TRADING CO., LTD.
BUSAN
KOREA

Order No. :	1188-001
Inv. Date :	03/22/2004
Terms :	NET 10 DAYS
Reference :	NA0403
Broker # :	
Ship Date :	03/20/2004
Delivery :	03/22/2004
Ship Point:	Our Plant
Manifest #:	
Booking # :	
Cont. Code:	
Ship To FO:	
Truck Lic.:	
Cust. PO :	

Quantity	Description	Fruit Size	Unit Price	Purchase Price
85.00	NAVEL CARTON PORTOKALI	113	10.50	892.50
50.00	NAVEL EURO CARTON CAL FANCY	56	11.60	580.00
500.00	NAVEL EURO CARTON CAL FANCY	72	13.10	6,550.00
347.00	NAVEL CARTON PORTOKALI	88	11.50	3,990.50
	Miscellaneous Charges:			
982.00	PALLETS		.25	245.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				12,013.00

Fruit Totals	12,013.00
Misc. Charges	311.50
Total Due	12,324.50

Thank You

12. 5

0860-295-

EXHIBIT NO. 3

END

Nov 22 04 10:16a

P6:



INVOICE 1240

Cal Citrus Packing Company

111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

SOLE
TO

SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

SOLE
TO

C.K. TRADING CO., LTD.
BUSAN
KOREA

Order No. : 1188-001
Inv. Date : 03/23/2004
Terms : NET 10 DAYS
Reference : #40402
Broker # :
Ship Date : 03/22/2004
Delivery : 03/22/2004
Ship Point: Our Plant
Manifest # :
Docking # :
Cont. Codes:
Ship To PO:
Truck Lic.:
Cart. PO :

Quantity	Description	Fruit Size	Unit Price	Purchase Price
270.00	NAVEL CARTON PORTOKALI	88	11.50	3,105.00
108.00	NAVEL CARTON PORTOKALI	113	10.50	1,134.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
500.00	NAVEL EURO CARTON CAL FANCY	72	13.10	6,550.00
	Miscellaneous Charges:			
978.00	PALLETS		.25	244.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				11,949.00
Misc. Charges				310.50
Total Due				12,259.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 499(e)(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You

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**INVOICE**
1317*Cal Citrus Packing Company*111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

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O****SUNFRUIT DISTRIBUTING CO.**
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020**S
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O****JEIL TRADING CO.**
KOREA

Order No. :	1265-001
Inv. Date :	03/29/2004
Terms :	NET 10 DAYS
Reference :	N40457
Broker # :	
Ship Date :	03/25/2004
Delivery :	03/26/2004
Ship Point:	Our Plant
Manifest #:	0000001842
Booking # :	
Cont. Code:	
Ship To PO:	
Truck Lp.:	
Cust. PO :	

Quantity	Description	Fruit Size	Unit Price	Purchase Price
108.00	NAVEL CARTON SEABISCUIT	113	10.50	1,134.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
486.00	NAVEL CARTON SEABISCUIT	72	12.50	6,075.00
324.00	NAVEL CARTON SEABISCUIT	88	11.50	3,726.00
	Miscellaneous Charges:			
1018.00	PALLETS		.25	254.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				12,095.00
Misc. Charges				320.50
Total Due				12,415.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 [7 U.S.C.499(e)(c)]. The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You

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INVOICE

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Cal Citrus Packing Company

111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

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SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

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JEIL TRADING CO.
KOREA

Order No. : 1266-001
Inv. Date : 03/27/2004
Terms : NET 10 DAYS
Reference : N40458
Broker # :
Ship Date : 03/26/2004
Delivery : 03/26/2004
Ship Point: Our Plant
Manifest #:
Booking # :
Cont. Code:
Ship To PO:
Track Lic.:
Cost. PO :

Quantity	Description	Fruit Size	Unit Price	Purchase Price
108.00	NAVEL CARTON SEABISCUIT	113	10.50	1,134.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
432.00	NAVEL CARTON SEABISCUIT	72	12.50	5,400.00
378.00	NAVEL CARTON SEABISCUIT	88	11.50	4,347.00
	Miscellaneous Charges:			
1018.00	PALLETS		.25	254.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				12,041.00
Misc. Charges				320.50
Total Due				12,361.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5C of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 459(e)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any payments or proceeds from the sale of these commodities until full payment is received.

Thank You

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INVOICE

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Cal Citrus Packing Company

111 N. Mount Vernon Avenue
Lindsay, CA 93247

www.calcitruspacking.com

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SUNFRUIT DISTRIBUTING CO.
550 S. GRAMERCY PL. #411
LOS ANGELES, CA 90020

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JEIL TRADING CO.
KOREA

Order No. : 1267-001
Inv. Date : 03/27/2004
Terms : NET 10 DAYS
Reference : N40459
Broker # :
Ship Date : 03/26/2004
Delivery : 03/25/2004
Ship Point: Our Plant
Manifest #:
Booking # :
Cont. Code:
Ship To PO:
Truck Lic.:
Cust. PO :

Quantity	Description	Fruit Size	Unit Price	Purchase Price
54.00	NAVEL CARTON SEABISCUIT	113	10.50	567.00
100.00	NAVEL EURO CARTON CAL FANCY	56	11.60	1,160.00
432.00	NAVEL CARTON SEABISCUIT	72	12.50	5,400.00
432.00	NAVEL CARTON SEABISCUIT	88	11.50	4,968.00
	Miscellaneous Charges:			
1.00	OVERNIGHT MAIL		23.00	23.00
1018.00	PALLETS		.25	254.50
1.00	PHYTO		30.00	30.00
1.00	TEMP RECORDER		36.00	36.00
Fruit Totals				12,095.00
Misc. Charges				343.50
Total Due				12,438.50

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 50 of the Perishable Agricultural Commodities Act 1920 (7 U.S.C.409(c)). The seller of these commodities, retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Thank You

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Cal-Citrus Packing Co. v. Sun Fruit Distributing

Rate Period : Annual

Nominal Annual Rate : 10.000 %

Daily Rate : 0.02740 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/29/2004	8,931.50	1		
2 Loan	03/30/2004	12,324.50	1		
3 Loan	04/01/2004	12,259.50	1		
4 Loan	04/04/2004	12,415.50	1		
5 Loan	04/05/2004	12,438.50	1		
6 Loan	04/05/2004	12,361.50	1		
7 Payment	01/01/2007	1,000.00	1		
8 Payment	01/01/2007	1,000.00	1		
9 Payment	04/01/2007	1,000.00	1		
10 Payment	07/01/2007	1,000.00	1		
11 Payment	10/01/2007	1,000.00	1		
12 Payment	02/28/2008	93,380.00	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		
						Interest	Principal	Total
Loan 03/29/2004	8,931.50		0.00	0.00	0.00	0.00	8,931.50	8,931.50
Loan 03/30/2004	12,324.50		2.45	0.00	0.00	2.45	21,256.00	21,258.45
Loan 04/01/2004	12,259.50		11.65	0.00	0.00	14.10	33,515.50	33,529.60
Loan 04/04/2004	12,415.50		27.55	0.00	0.00	41.65	45,931.00	45,972.65
Loan 04/05/2004	12,438.50		12.58	0.00	0.00	54.23	58,369.50	58,423.73
Loan 04/05/2004	12,361.50		0.00	0.00	0.00	54.23	70,731.00	70,785.23
1 01/01/2007		1,000.00	19,397.73	1,000.00	0.00	18,451.96	70,731.00	89,182.96
2 01/01/2007		1,000.00	0.00	1,000.00	0.00	17,451.96	70,731.00	88,182.96
3 04/01/2007		1,000.00	1,744.05	1,000.00	0.00	18,196.01	70,731.00	88,927.01
4 07/01/2007		1,000.00	1,763.43	1,000.00	0.00	18,959.44	70,731.00	89,690.44
5 10/01/2007		1,000.00	1,782.81	1,000.00	0.00	19,742.25	70,731.00	90,473.25
6 02/28/2008		93,380.00	2,906.75	22,649.00	70,731.00	0.00	0.00	0.00

EXHIBIT 4

- 40 -

Ledger Listing with Fee/Cost Breakdown

matter id = '06-108' and statement

Matter ID	Date	StmnNo.	Type	Total	Balance	Fees	Hard Costs	Soft Costs	Interest/Tax
Billing Company: Cal Citrus Packing Co.									
06-108	1/31/2006	3130	Statement	818.45	0.00	791.50	26.95	0.00	0.00
06-108	2/28/2006	3361	Statement	37.50	0.00	37.50	0.00	0.00	0.00
06-108	3/31/2006	3659	Statement	0.00	0.00	0.00	0.00	0.00	0.00
06-108	4/30/2006	3958	Statement	100.00	0.00	100.00	0.00	0.00	0.00
06-108	5/31/2006	4218	Statement	817.98	0.00	422.50	356.03	39.45	0.00
06-108	6/30/2006	4465	Statement	179.95	0.00	175.00	0.00	4.95	0.00
06-108	7/31/2006	4787	Statement	378.82	0.00	212.50	163.35	2.97	0.00
06-108	8/31/2006	4957	Statement	2,285.53	0.00	1,928.00	329.00	28.53	0.00
06-108	9/30/2006	5208	Statement	498.06	0.00	486.00	1.04	11.02	0.00
06-108	10/31/2006	5572	Statement	595.83	0.00	590.00	0.88	4.95	0.00
06-108	11/30/2006	5672	Statement	877.50	0.00	877.50	0.00	0.00	0.00
06-108	12/31/2006	5911	Statement	615.95	0.00	585.00	0.00	30.95	0.00
06-108	1/31/2007	6145	Statement	300.45	0.00	292.50	3.08	4.87	0.00
06-108	2/28/2007	6396	Statement	0.00	0.00	0.00	0.00	0.00	0.00
06-108	4/30/2007	6932	Statement	204.23	0.00	195.00	0.00	9.23	0.00
06-108	5/31/2007	7176	Statement	0.00	0.00	0.00	0.00	0.00	0.00

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EXHIBIT 5

Ledger Listing with Fee/Cost Breakdown

matter id = '06-108' and statement

Matter ID	Date	StmnNo.	Type	Total	Balance	Fees	Hard Costs	Soft Costs	Interest/Tax
06-108	7/31/2007	7688	Statement	301.77	0.00	292.50	0.00	9.27	0.00
06-108	8/31/2007	7910	Statement	0.00	0.00	0.00	0.00	0.00	0.00
06-108	1/31/2008	9154	Statement	555.91	555.91	547.50	0.00	8.41	0.00
Billing Company: Cal Citrus Packing Co.				8,567.93	555.91	7,533.00	880.33	154.60	0.00
Grand Total				8,567.93	555.91	7,533.00	880.33	154.60	0.00

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Page: 2

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 4100 Newport Place Drive, Suite 700, Newport Beach, California 92660.

On February 28, 2008, I served the foregoing document(s) described as: **PLAINTIFF'S SECOND EX PARTE APPLICATION TO REINSTATE ACTION AND ENTER JUDGMENT PURSUANT TO STIPULATION; DECLARATION OF PATRICIA J. RYNN IN SUPPORT THEREOF** on She interested parties in this action by placing a true copy thereof enclosed in sealed envelopes as follows:

John Pyung-Ku Lee
LAW OFFICES OF JOHN P. LEE
3435 Wilshire Boulevard, Suite 2920
Los Angeles, CA 90010
Attorneys for Defendant

☒ **BY U.S. MAIL.** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same date with postage thereon fully prepared at Newport Beach, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☐ **BY FACSIMILE.** I faxed such document to the addressee at the facsimile number listed for each addressee on February 28, 2008.

☐ **BY FEDERAL EXPRESS.** I personally delivered such envelope on February 28, 2008, to a Federal Express drop box or office in Newport Beach, California for delivery on August 17, 2006.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.

Executed on February 28, 2008, at Newport Beach, California.

DATED: February 28, 2008


JUNE MONROE

LAW OFFICES
RYNN & JANOWSKY
4100 NEWPORT PLACE DRIVE
SUITE 700
NEWPORT BEACH, CALIFORNIA 92660-2423
(949) 752-2911
FAX (949) 752-0953